



## Granby Recreation & Leisure Services 2011 Ski Sundown Registration

**TO:** Parents of Granby School Students Grades 3 - High School  
**FROM:** Kay Woodford, Director of Granby Parks & Recreation Dept.  
**SUBJECT:** Ski Sundown 2011 – **Registration Deadline is Wed., Oct. 27 at 12NOON!**

**Now** is the time to register your child for the January/February **2011 SKI SUNDOWN Program**. Skiing is more popular than ever with youngsters and this program is a wonderful opportunity for school-age children to regularly participate in this exciting winter sport. We consider this sports activity as much a learning experience as a positive recreational activity for your child. Please review the enclosed information carefully and if you have any questions or concerns, don't hesitate to call me. **Registration Deadline: – Registration Deadline is Wed., Oct. 27 at 12NOON!** Registrations are accepted on a first come, "bus space only" basis – and we do not accept registrations via phone or e-mail.

The cost is broken down into 3-hour and 3½-hour programs: Intermediate school students will ski from 4:00-7:00 and MS/HS will ski from 3:15-6:45. Estimated time for arrival back in Granby is between 7:30 and 7:45. The options and costs for each age group are different – please read carefully.

Please Note: **all intermediate skiers are required to take lessons**; however, we recommend that *all skiers*, regardless of age, take lessons. Lessons provide skill development and enforce safe skiing responsibility. Time is provided to learn and develop the movements required to build self-confidence and skill for this lifetime sport. Snowboard lessons are available for all levels.

To insure the safety of our skiers, ALL skiers are required to wear helmets; no helmet - no ski. Bike helmets are different than ski helmets; we suggest getting the proper helmet. *See special helmet offer attached.*

**SAFETY TALK** - presented by Sundown staff on  
**Friday, December 10<sup>th</sup>, 7:30PM at Senior/Youth Center.**  
All new skiers and/or new participants to the program are required to attend with a parent.  
  
If you are unable to attend the above, you must attend the following at Sundown:  
**11/18 - 7PM - Ski Lodge**

**REFUNDS:** Refunds for skiing, lessons and rentals will be made only if the refund request is made in writing to the Recreation Dept on or before **12:00noon on Thursday, December 31, 2010**. All refunds are subject to a \$40 administrative fee. No refunds or credits for any reason after this date except for the following reasons: 1) a family transfer by your employer necessitating a change in residence of more than 60 miles or 2) an injury/illness which prohibits your completion of the program. Documented proof is required: illness/injury must be confirmed by a letter from a licensed physician. Transfer of skiing privileges to another skier is allowed until **12:00noon on Thursday, December 31, 2010**; proper paperwork must be submitted to the Rec office prior to the start of the program. No one is allowed on the bus without the proper paperwork.

Anyone missing the deadline dates can participate in a similar program by joining Club Sundown directly through Sundown; check with us to see if there is bus availability.

If a participant misses a weekly visit, the badge is valid for a **lift only** make-up visit; the badge cannot be used on weekends or holidays but it can be used twice in one week. If the rental option has been purchased, it may be used on the make-up day provided *prior arrangements are made*. Missed lessons cannot be made up.

Skiing is a dynamic, fluid sport of motion in a winter environment that requires constant awareness and judgment by skiers to overcome the inherent risks of the sport. Both Granby Recreation Department and Ski Sundown are committed to ski safety from the beginner to the expert skier. Skiers are required to follow the **RESPONSIBILITY CODE** and other listed rules and regulations designed to make the entire trip pleasurable for all.

Skiing is a winter sport. In New England, this can mean the best of days and the worst of days. It's hard to believe that sometimes skiing may be canceled due to snow; but driving conditions are just as important as the ski conditions and should we cancel, it is for the safety of the participants. Most of the time, conditions in Granby are different than those at Sundown. When we need to make a decision to ski or cancel, we try to make the best-informed decision taking into account the weather conditions as well as the opinions of the chaperones, Sundown personnel and the bus company. Refunds are not issued should you decide the weather conditions are not ideal for your skier. However, the ultimate decision is the parents. If we do cancel, Sundown allows us one make-up day.

☞ **Parent Chaperones!** Every week we need one chaperone for every ten (10) skiers. Those chaperoning ski free; rental equipment is extra. However, chaperones are there to work – take attendance, distribute & collect badges, the safety of the group, assist with rentals, monitor hills and lifts, control of disruptive behavior, handle minor issues or injuries, etc. If you're interested in chaperoning, please specify on the registration form. Chaperones are required to ride the bus.

**STILL MORE QUESTIONS?** Don't hesitate to call 844-5356.  
We hope you and your child enjoy this program.

**Carefully note deadlines and refund policies.**

The Granby Parks & Recreation Dept. cannot accept responsibility for changes in your schedule. **Please plan your schedule carefully.**



## Sundown



## SKI SWAP



*Sponsored by the Ski Patrol at  
Ski Sundown Lodge, New Hartford*

**November 5, 6 and 7**

### SELL OUTGROWN SKI EQUIPMENT & CLOTHING

Used equipment must meet DIN standards

Buy from a fantastic selection of new and used ski  
equipment and clothing

#### **Ski Swap Hours:**

Friday, November 5 <sup>th</sup>	4:00 to 9:00PM
Saturday, November 6 <sup>th</sup>	10:00am to 9:00PM
Sunday, November 7 <sup>th</sup>	10:00AM to 4:00PM

Items for sale may be dropped off  
Friday 4-9pm or Saturday 10am to 2pm

***Absolutely no drop-offs on Sunday***

*For information call Ski Sundown (860) 379-7669  
Cash or checks only*

**THIS PAGE IS BLANK**

**Kay A. Woodford, Director**  
**15 North Granby Road**  
**Granby, CT 06035**  
**1-86-844-5356**

- 1) **mail** your registration to:  
P&R Dept., 15 North  
Granby Road, Granby, CT  
06035
- 2) **drop-off** at the Recreation  
office OR
- 3) **leave** it in the white  
mailbox outside the front  
door of the Senior/Youth  
Center.

\* 1/21 is an early release day for HS only – one bus will depart at 1:00  
 \*\* It is the parent's responsibility to transport their children & equipment from Kelly Lane & Wells Road Schools to the high school parking lot for departure.

## Deadline!

**REGISTRATION DEADLINE DATE: 12 NOON ON Wednesday, October 27, 2010.**

*All increases reflect bus & ski fees only*

Lift only & Bus	N/A	\$253
Ski/Board lessons, lift & bus	\$302	\$311
Ski/board lessons only (passholders) & bus	\$207	\$207
Bus Only	N/A	\$110
Rentals, ski/snowboard (extra)	\$110	\$115

1/21 early dismissal (extra ski time & bus)	N/A	Incl.
---	-----	-------

Bus seating is limited: registrations are accepted on a first come basis and seat availability. To avoid disappointment, register early. A check for the total amount payable to *TOWN OF GRANBY* must accompany the signed registration form. The only registrations allowed after that date will be BUS ONLY - again, depending on seat space availability. Those renting equipment also need to complete the Rental Form on the reverse side of the Registration Form; skill level, weight and shoe size are important - don't guess! Switching between ski & snowboard rentals/lessons is not allowed. Remember: rentals are extra. Also, everyone must complete and return the School Group Waiver of Claims.

**12:00 noon of Friday, December 31** is the last day that refunds/credit will be offered to boarders/skiers unable to participate or to make changes to existing choice of programs or rentals. Refunds are allowed if the request is in writing and received by the Recreation Dept. by the above date and will be subject to a **\$40** administrative fee. No credits are given to skiers who do not finish the program or miss a day. Skiers may sell their skiing, rental and bus privileges but not the lessons. It is the participant's responsibility to conduct this transaction; however, a signed release form and all paperwork must be returned to the Recreation Office prior to boarding the buses. **NO SKIER WILL BE PERMITTED ONTO THE BUS OR SLOPES** without this paperwork. ***Please plan your schedule carefully; we cannot accept responsibility for changes in your personal circumstances.***

**Please notify us at time of registration if your skier requires special attention due to a physical or medical issue. However, Sundown cannot provide individual instruction during this time period.**

The ski program is offered as an enriching recreational experience to all youth in Granby. Limited scholarship and other financial information is available through the Recreation Department. Participants who are a disrupting influence will be asked to withdraw from the program; no refunds are issued under these circumstances.

## **SKIER TYPE**

<b>Type I</b>	<b>Type II</b>	<b>Type III</b>
Skis conservatively	Skis moderately	Skis aggressively
Prefers lower speeds	Prefers a variety of speeds	Normally skis at high speed
Prefers easy, moderate slopes	Skis a varied terrain, including most difficult trails	Prefers steeper, more challenging terrain
Favors slower than average release/retention settings – corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall.	All skiers who do not meet all of the descriptions of either Type I or Type III.	Favors higher than average release/retention settings – this corresponds to decreased releasability in a fall to gain a decreased risk on inadvertent binding release.
Apply to “entry level” skier uncertain of his/her classification.		

## **SNOWBOARD TYPE**

**GOOFY** – Right Foot Forward

**REGULAR** – Left Foot Forward

Snowboarders must have a retention strap for their equipment. A snowboarder without a retention device will not be allowed to use the lifts. Retention straps can be purchased at the Ski Sundown Shop or any sporting goods store.



**When completing the registration form, please be honest about your child's ski ability; it is better to rate his/her ability at a lower level than a higher level.**

### **ALPINE SKI SKILL LEVELS**

- 1 NEW** - First time on skis; has not learned to ride a chairlift.
- 2** Riding chairlift and can ski independently making wedge turns on **easiest beginner terrain**.
- 3** Can ski in a wedge confidently on **all beginner terrain**.
- 4** Exploring **intermediate** terrain using wedge & beginning parallel turns.
- 5** Confidently skis all intermediate & easier advanced terrain making parallel turns.
- 6** Making consistent parallel turns on groomed advanced terrain & ready to explore moguls, steeper terrain & variable snow conditioned.

### **SNOWBOARD SKILL LEVELS**

- 1 NEW** - First time on a snowboard; has not learned to ride a chairlift.
- 2** Can control speed & direction, but has not ridden a chair lift with a Boar.
- 3** Riding chair lift & can control snowboard on a beginner terrain.
- 4** Beginning to link turns & beginning to ride on **intermediate terrain**.
- 5** Can comfortably link turns on **all intermediate terrain** & beginning to ride **easier advanced terrain**.
- 6** Can comfortable ride **all mountain terrain** & learning advanced techniques (180's, switch riding & carving)

**2011 SKI SUNDOWN**  
**GROUP PARTICIPATION REGISTRATION & WAIVER RELEASE**

**GROUP NAME** Granby Recreation & Leisure Services **DAY of WEEK** Fridays/Latecomer

**1 SKIER INFORMATION (please print)**

**SKIER NAME** \_\_\_\_\_ **DOB** \_\_\_\_\_  
**PARENT'S NAME** \_\_\_\_\_ **CELL** \_\_\_\_\_  
**HOME ADDRESS** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**HOME PHONE** \_\_\_\_\_ **DAYTIME PHONE** \_\_\_\_\_  
**EMERGENCY CONTACT PERSON** \_\_\_\_\_ **GRADE** \_\_\_\_\_  
\_\_\_\_\_ **PHONE** \_\_\_\_\_  
**CHILD'S PHYSICIAN** \_\_\_\_\_ **PHONE** \_\_\_\_\_  
**What the chaperones should know about my child:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E-MAIL:** \_\_\_\_\_  
Your information may be used to send you future promotional offers/communications from Ski Sundown only.  
This information is kept by Ski Sundown for our exclusive use and is not sold or distributed to outside parties.

**PROGRAM CONDITIONS:**

1. I understand that although this is an after school activity, sponsored by the Granby Parks & Recreation Department, it is treated as a school activity where proper behavior is expected at all times. Any necessary discipline will be handled by the Granby Parks & Recreation Department and/or school administration.
2. Ski Patrol will pull badges or anyone not following ski behavior.
3. Participants must be on the bus ready to depart Sundown at designated time. Failure to do so may result in the group leaving and parents being notified for pick-up at Sundown.
4. Parents must pick-up their child no later than 7:45 or the student will forfeit the next week. Please make appropriate arrangements for prompt pick-up.
5. I give permission for my child to participate in the Ski Sundown program offered by the Granby Parks & Recreation Department. I understand that as in any sport there is a certain amount of inherent risks involved in skiing. In signing this release, I recognize these risks and I authorize the leader(s) to secure emergency medical treatment in the event I cannot be reached. I release Granby Parks & recreation Department from any and all liability for injury to my child and damage to his/her property. I assume full responsibility for any and injury and damage. I understand that my own family insurance will cover any claims that result from participation in this program.
6. **I have discussed with my child the Group Information attached to this registration form. I understand that anyone not following the rules of Ski Sundown, the Granby Parks & Recreation and the Granby Public Schools may be dismissed from the program with no refund.**

**2 ALPINE SKILL LEVEL INFO**

(see page 5) please rate down rather than up

- |                            |   |
|----------------------------|---|
| <input type="checkbox"/> 1 | 4 |
| <input type="checkbox"/> 2 | 5 |
| <input type="checkbox"/> 3 | 6 |

**3 SNOWBOARD SKILL LEVEL INFO**

(see page 5) please rate down rather than up

- |                            |   |
|----------------------------|---|
| <input type="checkbox"/> 1 | 4 |
| <input type="checkbox"/> 2 | 5 |
| <input type="checkbox"/> 3 | 6 |

*Please complete appropriate Package:*

**SKI PACKAGE:**

\_\_\_\_\_ **MS** \_\_\_\_\_ **KELLY LANE**  
\_\_\_\_\_ **HS** \_\_\_\_\_ **WELLS ROAD**

- \_\_\_\_\_ Ski OR Snowboard Lift/Lessons/Bus  
\_\_\_\_\_ Lift Only/Bus (MS & HS only)  
\_\_\_\_\_ Ski OR Snowboard Lessons/Bus (Passholders Only)  
\_\_\_\_\_ SKI OR Snowboard Rentals – complete other side  
  
\_\_\_\_\_ Bus Only (MS/HS only)

**AM'T ENCLOSED:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

I AM AVAILABLE TO CHAPERONE: \_\_\_\_\_ **Every Week** \_\_\_\_\_ **Inside only** \_\_\_\_\_ **Substitute**  
**Chaperon Parent's Name:** \_\_\_\_\_ **Cell** \_\_\_\_\_

**THIS PAGE IS BLANK**

## SECTION 4

# Program Agreement

SKI SUNDOWN, INC.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND ARBITRATION AGREEMENT

### PLEASE READ CAREFULLY

Skiing and snowboarding involve risk of serious injury, including death, caused by hazards inherent in the sport of skiing. Participation in the sport of skiing, no matter what type equipment you are using or the event or program that you have chosen to participate in, is a voluntary act on the part of the Participant and where applicable the Participant's parent(s) or guardian(s).

**PARENT(S)/GUARDIAN(S):** Only allow your child to participate in the sport of skiing if he/she:

- Appreciates the risks involved in the sport;
- Knows his/her own capabilities and limitations regarding the sport of skiing;
- Is capable of exercising common sense.

Skiing is an active outdoor sport. Use of common sense at all times is essential to an enjoyable and safe experience.

The use of helmets is strongly recommended. If you and/or your child decide not to use a helmet, you do so at your own risk.

**Release and Waiver of Claims:** In consideration of being allowed to participate in the sport of skiing at Ski Sundown, Inc. (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility arising out of the inherent risks of the sport of skiing;
- 2) **TO ASSUME ALL RISKS INHERENT IN THE SPORT OF SKIING;** and
- 3) **TO RELEASE** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the sport of skiing.

The Participant acknowledges and agrees that the inherent hazards and risks of participating in the sport of skiing are in addition to those referenced in *Connecticut General Statutes § 29-212*. The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

**Equipment Rental and Release from Liability and Waiver of Claims:** I accept for use the equipment rented to me by Ski Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

**SKI EQUIPMENT:** I understand that the ski-boot bindings system which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. I understand that the ski-boot bindings system is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my height, weight, age, and skiing ability, recognizing that some or all of these factors may affect the settings of the ski-boot bindings system.

**SNOWBOARD EQUIPMENT:** I understand that the snowboard bindings system, which I have rented, is a non-release system. I understand that the snowboard bindings system is no guarantee of my safety.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, caused by the use of the Equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **TO INDEMNIFY** and hold harmless Ski Sundown, Inc. and the manufacturers and distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment.
- 5) **I FURTHER AGREE** to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration.
- 6) I understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling.

**Arbitration:** The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration, for the sole purpose of determining whether the alleged injury arises from a hazard inherent in the sport of skiing. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be a current officer of a ski area located in Connecticut, Vermont, New Hampshire, Maine or Massachusetts. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by a court of competent jurisdiction based on the criteria specified above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter.

In the event that the Panel determines Participant's alleged injury arises from a hazard inherent in the Participant's participation in the sport of skiing, **Participant's claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Ski Sundown, Inc.**

In the event that the Panel determines that Participant's alleged injury *did not* arise from a hazard inherent in the sport of skiing, the Panel must next determine whether Ski Sundown, Inc. was negligent and if so, whether Ski Sundown, Inc.'s negligence was a proximate cause of Participant's injury. If the Panel determines that either Ski Sundown, Inc. was not negligent or that any negligence on its part was not a proximate cause of the Participant's injury, then the Panel must enter an award of no responsibility for Ski Sundown, Inc. & Participant shall be barred, as a matter of law, from any recovering any compensation from Ski Sundown, Inc.

However, if the Panel finds that negligence on the part of Ski Sundown, Inc. was a proximate cause of Participant's injury, the Panel must then determine whether Participant was negligent and whether Participant's negligence contributed to his/her injury. The Panel shall assign a percentage of negligence for both Ski Sundown, Inc. and Participant, which must equal 100%. If the Participant's allocation of negligence exceeds 50%, Participant's claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Ski Sundown, Inc. However, if Participant's allocation is less than 50%, then the Panel shall determine dollar amount for any damages that have been proven that will fairly compensate the Participant for his/her injury. The Panel shall then multiply the dollar amount of any such damages by the percentage of negligence found on the part of Ski Sundown, Inc. The resulting number shall be the Panel's compensation award for Participant's injury.

The Federal Rules of Evidence shall apply to the arbitration proceeding unless the parties otherwise agree.

**Acknowledgement:** I grant permission to Ski Sundown to use my photograph, video tape, motion picture recording or any other record of my use of its facilities for legitimate purposes.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_



860.379.SNOW | SKISUNDOWN.COM



# **THIS SIDE MUST BE COMPLETED ONLY IF RENTING**

(Please print):

RENTER'S NAME \_\_\_\_\_

GROUP NAME \_\_\_\_\_

Granby Recreation \_\_\_\_\_

## **RENTAL INFO**

Height \_\_\_\_\_ Weight \_\_\_\_\_ Shoe Size \_\_\_\_\_ Age \_\_\_\_\_ Male/Female \_\_\_\_\_

Skier Type\*: I \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_ Snowboard Type\*: Left \_\_\_\_\_ Right \_\_\_\_\_

\* See Above for explanation.

### **Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement**

I accept for use the equipment rented to me by Ski Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

SKI EQUIPMENT: I understand that the ski-boot bindings system which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. I understand that the ski-boot bindings system is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my height, weight, age, and skiing ability, recognizing that some or all of these factors may affect the settings of the ski-boot bindings system.

SNOWBOARD EQUIPMENT: I understand that the snowboard bindings system, which I have rented, is a non-release system. I understand that the snowboard bindings system is no guarantee of my safety.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, caused by the use of the Equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Ski Sundown, Inc. and the manufacturers and distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment.

**Arbitration:** I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. I further agree to submit any other dispute with Ski Sundown, Inc., which arises from skiing at Ski Sundown, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Ski Sundown, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

I understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

Further, if I am signing for my child under 18 years of age, I have brought the matters raised in this application to the attention of my child and explained that he or she will have to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time equipment is rented for the program in which my child is enrolling.

X \_\_\_\_\_  
Signature of renter

X \_\_\_\_\_  
Signature of parent/guardian if renter is under age of 18

X \_\_\_\_\_  
Print parent/guardian name

**THIS PAGE IS BLANK**

**Special Helmet/Goggle/Lock Offer!**



**Ski Sundown** has teamed up with **GIRO Helmets** and **SMITH Goggles** to offer kids participating in our Programs an economical deal on **Giro's Recruit Helmet** and **Smith's Basic Goggle**. We are also adding a **Combo Cable Lock**.

**THE HELMET (\$55):** The helmet offered is the **Recruit™** model in Black. **For sizing information, please refer to "How to Size and Fit Your Giro Helmet" on reverse side.**

Please note: Ski Sundown does not mandate that skiers and riders wear a helmet while in our ski or snowboard school. We recommend personal choice. In addition to comfort and warmth, helmets provide added protection against head injury (ASTM F2040 Safety Standard). It is important to remember the risk of injury can never be excluded completely. Ski Sundown and Giro encourage all skiers and riders to follow "Your Responsibility Code." Guests assume inherent risks and liabilities as outlined on lift tickets, program badges or season passes purchased at Ski Sundown. For more information on the use of helmets please visit National Ski Areas Association Lids on Kids Website at [www.lidsonkids.org](http://www.lidsonkids.org).

**THE GOGGLE (\$20):** The goggle offered is the **Basic** model with **Black** frame and amber tint single lens (helmet compatible). Please note that it is not a "junior" sized frame.

**THE LOCK (\$10):** The lock comes with a combination that you can set yourself.

**To take advantage of this special one time offer, fill out the Order Form on the reverse side and email or fax or mail it to:**

**Ski Sundown, Attn: Helmet/Goggle/Lock Program, P.O. Box 208, New Hartford, CT 06057**

**[pdionne@skisundown.com](mailto:pdionne@skisundown.com)**

**Fax: 860 379-1853**

- **Payment must accompany your order and be received by NOVEMBER 15, 2010.**
- **Orders will be delivered to Ski Sundown.**
- **Orders will be available for pick-up during Snow Sport Shop hours beginning 12/11/10.**
- **Questions? Call 860-379-7669, Ext. 254 or 251**

### HOW TO SIZE AND FIT YOUR GIRO HELMET

To determine your correct size, wrap a measuring tape around your head, just above the eyebrows. The tape should be placed comfortably around your head and not too snug. Giro helmets are sized in centimeters, however, if you have your head size measurement in inches, see our size chart below to get the correct Giro size. Make sure you measure the largest part of your head. If you fall between two sizes, you should select the larger size.

#### GIRO SIZE CHART FOR RECRUIT™ MODEL (AVAILABLE IN GUNMETAL ONLY)

<u>GIRO SIZE</u>	<u>CM</u>	<u>IN</u>
SM	53.5-55.5	21-21.75
MED	55.5-57	21.75-22.5
LG	57-59	22.5-23.25

**PLEASE DOUBLE-CHECK YOUR SIZE. THERE ARE  
NO EXCHANGES OR REFUNDS!**

Keep this information for your records:

# of Helmets Ordered \_\_\_\_\_ Size(s) \_\_\_\_\_

# of Goggles Ordered \_\_\_\_\_

# of Locks Ordered \_\_\_\_\_

**Total Payment: \$** \_\_\_\_\_ **Credit Card** \_\_\_\_\_ **Check#** \_\_\_\_\_

Orders will be available for pick-up during Snow Sport Shop hours beginning 12/11/10.

Check out our Snow Sport Shop hours at [www.skisundown.com](http://www.skisundown.com)

-----Cut on line and return Order Form below with payment-----

Name \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail address \_\_\_\_\_

(For confirmation of your order)

Item Description	Size(s)	Quantity	Price	Total
Black Giro Helmet			\$55.00	
Black Basic Goggle, Amber Lens	N/A		\$20.00	
Combination Cable Lock	N/A		\$10.00	

#### Method of Payment

\_\_\_ Visa \_\_\_ Master Card \_\_\_ Discover \_\_\_ Amex

\_\_\_ Check (Payable to Ski Sundown, Inc)

\_\_\_\_\_  
**Your Credit Card Number**

**Exp Date:** \_\_\_\_\_ **CVC Code:** \_\_\_\_\_

Subtotal	
Add 6% Sales Tax	
AMOUNT ENCLOSED	

#### THANK YOU FOR YOUR ORDER!

Please remember to:

1. Print your complete name, address and phone number
2. Specify quantities and helmet size(s)
3. Complete credit card information or enclose check & FAX order form to (860) 379-1853 or mail to:

**Ski Sundown**

**Attn: Helmet/Goggle/Lock Program**

**P. O. Box 208**

**New Hartford, CT 06057**